



Minimum Advertised Price (MAP) Policy

Effective Date: November 15, 2025

To our Valued Partners, including Distributors, Retailers, Resellers, and e-Commerce vendors selling Essential Oxygen products in the United States:

To preserve brand value, protect authorized sellers' margins, and ensure a level playing field, Essential Oxygen has established this unilateral MAP Policy ("Policy"). This Policy does not restrict actual selling prices—only advertised prices. Sellers remain free to set their own final selling prices at their sole discretion.

2. Definitions

"Advertised Price" means the price at which a Covered Product is promoted or displayed to potential customers through any medium, including but not limited to: print advertisements, digital ads, websites, online marketplaces, email promotions, paid search advertisements, social media posts, and promotional materials.

"Authorized Seller" means any distributor, retailer, reseller, or vendor that has purchased Covered Products through authorized distribution channels or directly from Essential Oxygen.

"Covered Products" means the products and SKUs listed in the MAP Schedule attached to this Policy and as updated from time to time.

"MAP" or "Minimum Advertised Price" means the minimum price at which a Covered Product may be advertised, as specified in the MAP Schedule.

"MAP Violation" means advertising a Covered Product at a Net Price below the applicable MAP without prior written authorization from Essential Oxygen.

"Net Price" means the final price displayed to consumers in advertisements after application of any visible discounts, promotions, or rebates, but excluding shipping costs, taxes, and fees. This includes prices shown with percentage-off promotions (e.g., "20% off" applied to the displayed price).

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3. Covered Products

This Policy applies to all products and SKUs listed in the MAP Schedule ("Covered Products"). The MAP Schedule will be updated at the sole discretion of Essential Oxygen and distributed via email or vendor portal with version numbers and effective dates.

Any modifications to the MAP Schedule will be effective 30 days after notification to Authorized Sellers unless otherwise specified.

4. Minimum Advertised Price Requirements

The Minimum Advertised Price for each Covered Product is listed in the MAP Schedule. Authorized Sellers may not advertise Covered Products at a Net Price lower than the applicable MAP.

4.1 What is Covered by This Policy

Advertised Prices in the following contexts are subject to MAP:

- Websites and landing pages
- Online marketplaces (Amazon, Walmart, etc.)
- Email marketing and newsletters
- Digital and print advertisements
- Social media posts and paid social ads
- Search engine marketing (Google Ads, etc.)
- In-store signage and circulars
- Comparison shopping engines
- Mobile applications

4.2 What is NOT Covered by This Policy

The following are excluded from MAP requirements:

- In-cart pricing after an affirmative action by the customer (e.g., "add to cart to see price," "see price in cart")
- Checkout pricing visible only after the customer has initiated the purchase process
- Actual selling prices charged at point of sale (as long as they are not advertised)
- Trade or wholesale prices to qualified business customers in B2B transactions

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4.3 Special Situations

Product Bundles: When a Covered Product is sold as part of a bundle, the effective per-unit advertised price of the Covered Product within the bundle must not be below MAP.

Promotional Offers: The following promotional structures are subject to MAP:

- Percentage-off discounts (e.g., "20% off" must result in a price at or above MAP)
- Buy-one-get-one offers (the allocated value per unit must meet or exceed MAP)
- Multi-buy discounts (e.g., "Buy 3, save \$10" must result in per-unit price at or above MAP)
- Coupon codes that are publicly advertised (private, targeted codes sent to specific customers are excluded)

Dynamic Pricing: Sellers using automated pricing algorithms remain responsible for ensuring all advertised prices comply with MAP.

Third-Party Sellers on Marketplaces: Account holders on marketplaces (Amazon, Walmart, etc.) are responsible for ensuring that all sellers under their account comply with this Policy. Essential Oxygen may monitor all listings, regardless of seller structure.

5. Policy Administration

5.1 Unilateral Nature

This Policy is unilateral and non-negotiable. It does not constitute an agreement, does not require any seller's consent, and may be adopted, modified, or terminated by Essential Oxygen at any time at its sole discretion. Nothing in this Policy obligates Essential Oxygen to do business with any seller.

5.2 Monitoring and Enforcement

Essential Oxygen reserves the right to monitor advertised prices through manual review, automated monitoring tools, and third-party services. Upon detection of a suspected MAP Violation, Essential Oxygen will document the violation with screenshots, archived web pages, or other appropriate evidence.

5.3 Violation Determination

Essential Oxygen will determine, in its sole discretion, whether a MAP Violation has occurred based on available evidence.

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5.4 Enforcement Steps

The following sequence is typical, but Essential Oxygen reserves the right to take any action it deems appropriate in its sole discretion:

First Violation:

- Written notice (email) describing the violation with supporting documentation
- 48-hour cure period to bring advertised pricing into compliance
- Seller must confirm correction in writing

Second Violation (within 12 months of first violation)

- Written notice of violation
- Temporary suspension of shipments for 30 days
- Seller must submit written plan to prevent future violations

Third Violation (within 12 months of first or second violation)

- Possible termination of direct business relationship
- Essential Oxygen may decline to accept future orders

Essential Oxygen reserves the right to implement more severe consequences for egregious or repeated violations, or to exercise leniency for minor infractions based on the circumstances.

5.5 Appeal and Dispute Process

Sellers who believe a violation notice was issued in error may submit a written appeal within 5 business days of receiving notice.

Appeals must include:

- Explanation of why the alleged violation is incorrect
- Supporting documentation (screenshots, date/time stamps, etc.)
- Contact information for follow-up

Appeals should be sent to: Gary Chang; gary@essentialoxygen.com

Essential Oxygen will review appeals and respond within 10 business days. All decisions are final and at Essential Oxygen's sole discretion.

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6. Exemptions

The following situations are exempt from MAP requirements:

6.1 Pre-Approved Promotions

Promotional events approved in writing by Essential Oxygen are exempt for the approved timeframe only. Requests for promotional pricing must be submitted at least 14 days in advance to Gary Chang; gary@essentialoxygen.com

6.2 Discontinued Products

Products officially discontinued by Essential Oxygen and marked as such in writing may be advertised below MAP for clearance purposes.

6.3 Damaged or Returned Goods

Products that are damaged, returned, refurbished, or otherwise not in new condition may be advertised as such with pricing below MAP, provided the condition is clearly disclosed in the advertisement.

6.4 Going Out of Business

Sellers with documented proof of permanent business closure may be granted exemption for final inventory liquidation upon written request and approval.

7. Policy Modifications

Essential Oxygen reserves the right to modify, suspend, or terminate this Policy at any time. Modifications will be communicated via email or through the vendor portal and will become effective 30 days after notification unless a different effective date is specified.

Continued sale of Covered Products after the effective date of any modification constitutes acceptance of the modified Policy terms.

8. No Price Fixing

This Policy establishes minimum advertised prices only. It does not:

- Restrict the actual prices at which products may be sold
- Require any agreement or consent from sellers
- Establish maximum prices
- Require sellers to maintain any particular profit margin

Sellers are free to set their own final selling prices and to compete on price, service, and other factors.

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9. Questions and Contact Information

Any questions about this Policy may be directed to:

Gary Chang

Email: gary@essentialoxygen.com

Subject Line: MAP Policy Inquiry

No Essential Oxygen employee or representative is authorized to negotiate, modify, or grant exceptions to this Policy orally. All approvals and exemptions must be in writing.

10. Acknowledgment

This Policy does not require seller acknowledgment or signature. However, continued participation in the sale of Essential Oxygen products constitutes understanding of and agreement to comply with this unilateral Policy.

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Preserving Brand Integrity Through Unilateral Pricing Standards

Appendix A: MAP Pricing (SCHEDULE ATTACHED)

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Appendix A

MAP Pricing November 15, 2025

MFG Order #	UPC #	Description	Unit Size	SRP	MAP Pricing	
BR32 P	8-57584-00508-8	BR MOUTHWASH, OG, PEPPERMINT	32 oz \$	25.74	\$	23.16
BR32 C	8-57584-00519-4	BR MOUTHWASH, OG, CINNAMINT	32 oz \$	25.74	\$	23.16
BR32 W	8-57584-00520-0	BR MOUTHWASH, OG, WINTERGREEN	32 oz \$	25.74	\$	23.16
BR16 P	8-57584-00500-2	BR MOUTHWASH, OG, PEPPERMINT	16 oz \$	15.75	\$	14.17
BR16 C	8-57584-00521-7	BR MOUTHWASH, OG, CINNAMINT	16 oz \$	15.75	\$	14.17
BR16 W	8-57584-00523-1	BR MOUTHWASH, OG, WINTERGREEN	16 oz \$	15.75	\$	14.17
BR03 P	8-57584-00504-0	BR MOUTHWASH, OG, PEPPERMINT	3 oz \$	6.61	\$	5.94
BR03 C	8-57584-00524-8	BR MOUTHWASH, OG, CINNAMINT	3 oz \$	6.61	\$	5.94
BR03 W	8-57584-00525-5	BR MOUTHWASH, OG, WINTERGREEN	3 oz \$	6.61	\$	5.94
PA04 P	8-57584-00510-1	BR TOOTHPASTE, OG, PEPPERMINT	4 oz \$	10.50	\$	9.45
PA04 C	8-57584-00516-3	BR TOOTHPASTE, OG, CINNAMINT	4 oz \$	10.50	\$	9.45
PA04 W	8-57584-00517-0	BR TOOTHPASTE, OG, WINTERGREEN	4 oz \$	10.50	\$	9.45
PO02 P	8-57584-00511-8	BR TOOTH POLISH, PEPPERMINT	2 oz \$	12.99	\$	11.69
HP32 3%	8-57584-00505-7	HYDROGEN PEROXIDE, FD GRADE 3%	32 oz \$	18.91	\$	17.01
HP16 3%	7-93573-52750-9	HYDROGEN PEROXIDE, FD GRADE 3%	16 oz \$	11.87	\$	10.68
HP08 3%	7-93573-52749-3	HYDROGEN PEROXIDE, FD GRADE 3%, SPRAY	8 oz \$	9.45	\$	8.50